

Fill in this information to identify your case:

Debtor 1 **Thomas Dale Godbold, Jr.**  
 First Name Middle Name Last Name

Debtor 2 **Melanie Blaisdell Godbold**  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the **NORTHERN DISTRICT OF GEORGIA**

Case number: **23-11384**  
 (If known)

☒ Check if this is an amended plan, and list below the sections of the plan that have been changed. Amendments to sections not listed below will be ineffective even if set out later in this amended plan.

1.3 8.1 3.1  
 2.1 3.3 4.3  
 5.1 8.3

## Chapter 13 Plan

**NOTE:** The United States Bankruptcy Court for the Northern District of Georgia adopted this form plan for use in Chapter 13 cases in the District pursuant to Federal Rule of Bankruptcy Procedure 3015.1. See Order Requiring Local Form for Chapter 13 Plans and Establishing Related Procedures, General Order No. 41-2020, available in the Clerk's Office and on the Bankruptcy Court's website, [ganb.uscourts.gov](http://ganb.uscourts.gov). As used in this plan, "Chapter 13 General Order" means General Order No. 41-2020 as it may from time to time be amended or superseded.

### Part 1: Notices

**To Debtor(s):** This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances. Plans that do not comply with the United States Bankruptcy Code, local rules and judicial rulings may not be confirmable.

*In the following notice to creditors, you must check each box that applies.*

**To Creditors:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless the Bankruptcy Court orders otherwise. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015.

To receive payments under this plan, you must have an allowed claim. If you file a proof of claim, your claim is deemed allowed unless a party in interest objects. See 11 U.S.C. § 502(a).

The amounts listed for claims in this plan are estimates by the debtor(s). An allowed proof of claim will be controlling, unless the Bankruptcy Court orders otherwise.

The following matters may be of particular importance. *Debtor(s) must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not included," if both boxes are checked, or if no box is checked, the provision will be ineffective even if set out later in the plan, except 1.4.*

§ 1.1	A limit on the amount of a secured claim, that may result in a partial payment or no payment at all to the secured creditor, set out in § 3.2	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in § 3.4	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
§ 1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
§ 1.4	The plan provides for the payment of a domestic support obligation (as defined in 11 U.S.C. § 101(14A)), set out in § 4.4.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included

### Part 2: Plan Payments and Length of Plan; Disbursement of Funds by Trustee to Holders of Allowed Claims

**§ 2.1 Regular Payments to the trustee; applicable commitment period.**

The applicable commitment period for the debtor(s) as set forth in 11 U.S.C. § 1325(b)(4) is:

Debtor **Thomas Dale Godbold, Jr.  
Melanie Blaisdell Godbold**

Case number **23-11384**

Check one: ☐ 36 months ☒ 60 months

Debtor(s) will make regular payments ("Regular Payments") to the trustee as follows:

The debtor(s) will pay **\$1,594.00** per month for the applicable commitment period. If the applicable commitment period is 36 months, additional Regular Payments will be made to the extent necessary to make the payments to creditors specified in this plan, not to exceed 60 months unless the Bankruptcy Court orders otherwise. If all allowed claims treated in § 5.1 of this plan are paid in full prior to the expiration of the applicable commitment period, no further Regular Payments will be made.

Check if applicable.

☒ The amount of the Regular Payment will change as follows (If this box is not checked, the rest of § 2.1 need not be completed or reproduced.  
Insert additional lines as needed for more changes.):

Beginning on (insert date):	The Regular Payment amount will change to (insert amount):	For the following reason (insert reason for change):
April 3, 2024	\$2,211.00 per month	increased for Conf

**§ 2.2 Regular Payments; method of payment.**

Regular Payments to the trustee will be made from future income in the following manner:

Check all that apply:

- ☐ Debtor(s) will make payments pursuant to a payroll deduction order. If a deduction does not occur, the debtor(s) will pay to the trustee the amount that should have been deducted.
- ☒ Debtor(s) will make payments directly to the trustee.
- ☐ Other (specify method of payment):

**§ 2.3 Income tax refunds.**

Check one.

- ☒ Debtor(s) will retain any income tax refunds received during the pendency of the case.
- ☒ Debtor(s) will (1) supply the trustee with a copy of each federal income tax return filed during the pendency of the case within 30 days of filing the return and (2) turn over to the trustee, within 30 days of the receipt of any federal income tax refund during the applicable commitment period for tax years \_\_\_\_\_, the amount by which the total of all of the federal income tax refunds received for each year exceeds \$2,000 ("Tax Refunds"), unless the Bankruptcy Court orders otherwise. If debtor's spouse is not a debtor in this case, "tax refunds received" means those attributable to the debtor.
- ☐ Debtor(s) will treat tax refunds ("Tax Refunds") as follows:

**§ 2.4 Additional Payments.**

Check one.

- ☒ None. If "None" is checked, the rest of § 2.4 need not be completed or reproduced.

**§ 2.5 [Intentionally omitted.]**

**§ 2.6 Disbursement of funds by trustee to holders of allowed claims.**

The trustee shall disburse funds in accordance with General Order No. 41-2020. ([www.ganb.uscourts.gov/local-rules-and-orders](http://www.ganb.uscourts.gov/local-rules-and-orders))

Debtor **Thomas Dale Godbold, Jr.  
Melanie Blaisdell Godbold**

Case number **23-11384**

**Part 3: Treatment of Secured Claims**

**§ 3.1 Maintenance of payments and cure of default, if any.**

*Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.1 need not be completed or reproduced.*
- ☒ Beginning with the first payment that is due after the date of the order for relief under Chapter 13, the debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed directly by the debtor(s). Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, with interest, if any, at the rate stated below.

If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless the Bankruptcy Court orders otherwise, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of creditor	Collateral	Estimated amount of arrearage (if any)	Interest rate on arrearage (if applicable)	Monthly plan payment on arrearage
Flagstar Bank/Lakeview	85 Camp Ln Carrollton, GA 30117 Carroll County	\$562.64	0.00%	\$93.77

**§ 3.2 Request for valuation of security and modification of certain undersecured claims.**

- ☒ **None.** *If "None" is checked, the rest of § 3.2 need not be completed or reproduced.*

**§ 3.3 Secured claims to be paid in full.**

*Check one.*

- ☐ **None.** *If "None" is checked, the rest of § 3.3 need not be completed or reproduced.*
- ☒ The claims listed below will be paid in full under the plan. Reasons for payment in full may include:

- (1) were incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
  - (2) were incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.
  - (3) the value of the collateral exceeds the anticipated claim; or
  - (4) the claim listed shall be paid in full because the claim is cosigned; or
  - (5) the claim shall be paid in full because the debtor is not entitled to a discharge.
- These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.

The trustee will make monthly preconfirmation adequate protection payments that 11 U.S.C. § 1326(a)(1)(C) requires to the creditor in the amount set out in the column headed *Monthly preconfirmation adequate protection payment*.

The holder of any claim listed below will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or

Debtor **Thomas Dale Godbold, Jr.  
Melanie Blaisdell Godbold**

Case number **23-11384**

(b) payment of the amount of the secured claim, with interest at the rate set forth below, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

Name of Creditor	Collateral	Purchase date	Estimated amount of claim	Interest rate	Monthly preconfirmation adequate protection payment	Monthly postconfirmation payment to creditor by trustee
Freedom Road Financial	2022 Triumph Triple 765 RS 5200 miles		<u>\$7,886.95</u>	<u>8.00%</u>	<u>\$200.00</u>	<u>\$466.44</u>

**§ 3.4 Lien avoidance.**

Check one.

- ☒ **None.** If "None" is checked, the rest of § 3.4 need not be completed or reproduced.

**§ 3.5 Surrender of collateral.**

Check one.

- ☐ **None.** If "None" is checked, the rest of § 3.5 need not be completed or reproduced.
- ☒ The debtor(s) elect(s) to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request(s) that, upon confirmation of this plan, the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under § 1301 be terminated in all respects. Confirmation of the plan results in termination of such stays. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5 below. No payments as to the collateral will be made, and all secured claims based on the collateral will not otherwise be treated by the plan.

Name of Creditor	Collateral
Bluegreen Vacation Club	Timeshare

**§ 3.6 Other Allowed Secured Claims.**

A proof of claim that is filed and allowed as a secured claim, but is not treated as a secured claim in this plan, shall be paid with interest at the rate of 8.00 %. Payments will commence as set forth in § 2.6. Notwithstanding the foregoing, the debtor(s), and any other party in interest, may: object to allowance of the claim; request that the Bankruptcy Court determine the value of the secured claim if modification of the claim is permissible and if 11 U.S.C. § 506 is applicable; or request that the Bankruptcy Court avoid the creditor's lien pursuant to 11 U.S.C. § 522(f), if applicable.

If the Bankruptcy Court determines the value of the secured claim, the portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this plan.

The holder of the claim will retain the lien on the property interest of the debtor(s) or the estate(s) until the earlier of:

- (a) payment of the underlying debt determined under nonbankruptcy law, or
- (b) payment of the amount of the secured claim, with interest at the rate set forth above, and discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

**Part 4: Treatment of Fees and Priority Claims**

**§ 4.1 General.**

Trustee's fees and all allowed priority claims will be paid in full without postpetition interest. An allowed priority claim will be paid in full regardless of whether it is listed in § 4.4.

Debtor **Thomas Dale Godbold, Jr.  
Melanie Blaisdell Godbold**

Case number **23-11384**

**§ 4.2 Trustee's fees.**

Trustee's fees are governed by statute and may change during the course of the case.

**§ 4.3 Attorney's fees.**

(a) The unpaid fees, expenses, and costs owed to the attorney for the debtor(s) in connection with legal representation in this case are \$ 4,500.00. The allowance and payment of the fees, including the award of additional fees, expenses and costs of the attorney for the debtor(s) are governed by General Order 42-2020 ("Chapter 13 Attorney's Fees Order"), as it may be amended.

(b) Upon confirmation of the plan, the unpaid amount shall be allowed as an administrative expense under 11 U.S.C. § 503(b) to the extent set forth in the Chapter 13 Attorney's Fees Order.

(c) From the first disbursement after confirmation, the attorney will receive payment under the Chapter 13 Attorney's Fees Order up to the allowed amount set forth in § 4.3(a).

(d) The unpaid balance and any additional amounts allowed under § 4.3(c) will be payable (1) at \$ 1,000.00 per month from Regular Payments and (2) from Tax Refunds or Additional Payments, as set forth in the Chapter 13 Attorney's Fees Order until all allowed amounts are paid in full.

(e) If the case is converted to Chapter 7 before confirmation of the plan, the debtor(s) direct(s) the trustee to pay to the attorney for the debtor(s) the amount of \$ 2,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the stated amount or the maximum amount to the attorney, whichever is less.

(f) If the case is dismissed before confirmation of the plan, fees, expenses, and costs of the attorney for the debtor(s) in the amount of \$ 2,500.00, not to exceed the maximum amount that the Chapter 13 Attorney's Fees Order permits, will be allowed to the extent set forth in the Chapter 13 Attorney's Fees Order. The attorney may file an application for fees, expenses, and costs in excess of the maximum amount within 14 days from entry of the order of dismissal. If the attorney for the debtor(s) has complied with the applicable provisions of the Chapter 13 Attorney's Fees Order, the trustee will deliver, from the funds available, the allowed amount to the attorney.

(g) If the case is converted to Chapter 7 after confirmation of the plan, the debtor(s) direct(s) the trustee to deliver to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

(h) If the case is dismissed after confirmation of the plan, the trustee will pay to the attorney for the debtor(s), from the funds available, any allowed fees, expenses, and costs that are unpaid.

**§ 4.4 Priority claims other than attorney's fees.**

☒ **None.** If "None" is checked, the rest of § 4.4 need not be completed or reproduced.

**Part 5: Treatment of Nonpriority Unsecured Claims**

**§ 5.1 Nonpriority unsecured claims not separately classified.**

Allowed nonpriority unsecured claims that are not separately classified will be paid, pro rata, as set forth in § 2.6. Holders of these claims will receive:

*Check one.*

☐ A pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ A pro rata portion of the larger of (1) the sum of \$ \_\_\_\_ and (2) the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☐ The larger of (1) \_\_\_\_ % of the allowed amount of the claim and (2) a pro rata portion of the funds remaining after disbursements have been made to all other creditors provided for in this plan.

☒ 100% of the total amount of these claims.



Debtor **Thomas Dale Godbold, Jr.  
Melanie Blaisdell Godbold**

Case number **23-11384**

Unless the plan provides to pay 100% of these claims, the actual amount that a holder receives will depend on (1) the amount of claims filed and allowed and (2) the amounts necessary to pay secured claims under Part 3 and trustee's fees, costs, and expenses of the attorney for the debtor(s), and other priority claims under Part 4.

**§ 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.**

*Check one.*

☒ **None.** *If "None" is checked, the rest of § 5.2 need not be completed or reproduced.*

**§ 5.3 Other separately classified nonpriority unsecured claims.**

*Check one.*

☒ **None.** *If "None" is checked, the rest of § 5.3 need not be completed or reproduced.*

**Part 6: Executory Contracts and Unexpired Leases**

**§ 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.**

*Check one.*

☒ **None.** *If "None" is checked, the rest of § 6.1 need not be completed or reproduced.*

**Part 7: Vesting of Property of the Estate**

**§ 7.1 Unless the Bankruptcy Court orders otherwise, property of the estate shall not vest in the debtor(s) on confirmation but will vest in the debtor(s) only upon: (1) discharge of the debtor(s); (2) dismissal of the case; or (3) closing of the case without a discharge upon the completion of payments by the debtor(s).**

**Part 8: Nonstandard Plan Provisions**

**§ 8.1 Check "None" or List Nonstandard Plan Provisions.**

☐ **None.** *If "None" is checked, the rest of Part 8 need not be completed or reproduced.*

*Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in this N.D. Ga. Chapter 13 Plan Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.*

*The following plan provisions will be effective only if there is a check in the box "Included" in § 1.3. (Insert additional lines if needed.)*

**The debt owed to US Department of Education is in deferment and not to be funded by the Chapter 13 Trustee. It will be paid after the completion of the Chapter 13 Plan.**

**Any bonus income the Debtors are entitled to receive for the applicable commitment period shall be paid into the Debtor's Chapter 13 case.**

**Part 9: Signatures:**

**§ 9.1 Signatures of Debtor(s) and Attorney for Debtor(s).**

The debtor(s) must sign the initial plan and, if not represented by an attorney, any modification of the plan, below. The attorney for the debtor(s), if any, must sign below.

X /s/ Thomas Dale Godbold, Jr.  
**Thomas Dale Godbold, Jr.**  
Signature of debtor 1 executed on March 19, 2024

X /s/ Melanie Blaisdell Godbold  
**Melanie Blaisdell Godbold**  
Signature of debtor 2 executed on March 19, 2024

Debtor Thomas Dale Godbold, Jr. Case number 23-11384  
Melanie Blaisdell Godbold

85 Camp Ln  
Carrollton, GA 30117  
Address City, State, ZIP code

85 Camp Ln  
Carrollton, GA 30117  
Address City, State, ZIP code

X /s/ John T. Dufour  
John T. Dufour  
Signature of attorney for debtor(s)

Date: March 19, 2024

John Dufour Attorney at Law  
Firm

605 Newnan Street  
Carrollton, GA 30117  
Address City, State, ZIP code

By filing this document, the debtor(s), if not represented by an attorney, or the attorney for debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Local Form for Chapter 13 Plans that the Bankruptcy Court for the Northern District of Georgia has prescribed, other than any nonstandard provisions included in Part 8.

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION**

**In Re:** \* **Case No. 23-11384-LRC**  
**Thomas Dale Godbold Jr.** \*  
**Melanie Blaisdell Godbold** \*  
**Debtor** \* **Chapter 13**  
\*

**CERTIFICATE OF SERVICE**

I hereby certify that I have on this day electronically filed the foregoing Amended Chapter 13 Plan using the Bankruptcy Court's Electronic Case Filing program, which sends a notice of this document and an accompanying link to this document to the following parties who have appeared in this case under the Bankruptcy Court's Electronic Case Filing Program:

Melissa J. Davey	mail@13trusteeatlanta.com, cdbackup@13trusteeatlanta.com
Lisa F. Caplan	lcaplan@rlselaw.com nbrown@rlselaw.com; akhosla@rlselaw.com;ruluecf@gmail.com; BKRL@ecf.courtdrive.com

I further certify that on this day I caused a copy of this document to be served via United States First Class Mail, with adequate postage on the following parties on the list attached hereto at the address shown for each.

This 19th of March 2024.

/s/  
John T. Dufour  
Attorney for Debtor

605 Newnan Street  
Carrollton, Georgia 30117  
(770) 834-0295  
Georgia State Bar No. 232140



Label Matrix for local noticing  
 13E-3  
 Case 23-11384-lrc  
 Northern District of Georgia  
 Newnan  
 Tue Mar 19 09:25:40 EDT 2024

Aidvantage  
 P.O. Box 300001  
 Greenville, TX 75403-3001

Aidvantage on behalf of: The Dept of Educat  
 Dept of Ed Loan Services  
 PO BOX 300001  
 Greenville, TX 75403-3001

American Express  
 P.O. Box 60189  
 City of Industry, CA 91716-0189

American Express  
 PO Box 96001  
 Los Angeles, CA 90096-8000

American Express  
 PO Box 981535  
 El Paso, TX 79998-1535

American Express National Bank  
 c/o Becket and Lee LLP  
 P.O. Box 3001  
 Allentown PA 19355-0701

(p)BLUEGREEN CORPORATION  
 MORTGAGE DEPT ATTN BANKRUPTCY  
 4960 CONFERENCE WAY NORTH SUITE 100  
 BOCA RATON FL 33431-4413

Capital One  
 PO Box 30285  
 Salt Lake City, UT 84130-0285

Capital One N.A.  
 515 N Santa Fe Ave  
 Oklahoma City, OK 73118-7901

Lisa F. Caplan  
 Rubin Lublin, LLC  
 Suite 100  
 3145 Avalon Ridge Place  
 Peachtree Corners, GA 30071-1570

Melissa J. Davey  
 Standing Chapter 13 Trustee  
 Suite 2250  
 233 Peachtree Street NE  
 Atlanta, GA 30303-1509

Discover  
 P.O. Box 71242  
 Charlotte, NC 28272-1242

Discover Bank  
 Discover Products Inc  
 PO Box 3025  
 New Albany, OH 43054-3025

John T. Dufour  
 John Dufour Attorney at Law  
 605 Newnan Street  
 Carrollton, GA 30117-3428

Flagstar Bank  
 P.O. Box 660263  
 Dallas, TX 75266-0263

Freedom Road Financial  
 PO Box 4597  
 Oak Brook, IL 60522-4597

Melanie Blaisdell Godbold  
 85 Camp Ln  
 Carrollton, GA 30117-8835

Thomas Dale Godbold Jr.  
 5 Camp Ln  
 Carrollton, GA 30117-8835

LAKEVIEW LOAN SERVICING, LLC  
 C/O Flagstar Bank, N.A.  
 f/k/a Flagstar Bank, FSB  
 5151 Corporate Drive  
 Troy, MI 48098-2639

Sofi Bank, N.A. Personal Loan  
 PO Box 654158  
 Dallas, TX 75265-4158

Sofi Funding Pl Xix Llc  
 esurgent Capital Services  
 P.O. Box 10587  
 Greenville, SC 29603-0587

USAA Credit Card Payments  
 10750 McDermott FWY  
 San Antonio, TX 78288-1600

Wells Fargo Bank  
 Po Box 71118  
 Charlotte, NC 28272-1118

Wells Fargo Bank, N.A.  
 P.O. Box 10438, MAC F8235-02F  
 Des Moines, IA 50306-0438

Bluegreen Vacation Club  
Bluegreen Resorts Management  
PO Box 630980  
Cincinnati, OH 45263

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

u)Flagstar Bank, N.A.

End of Label Matrix	
Mailable recipients	24
Bypassed recipients	1
Total	25